

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3600010

PRINT DATE: 03/14/23

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

MEDIA CENTRE
2822 CURTIS DR

TEMPLE HILLS, MD 20748
(202) 744-0520

REFER QUESTIONS TO:

DAVID RENFRO
(410) 767-7064
DAVID.RENFRO@MARYLAND.GOV

ITB:

EXPR DATE: 07/21/23
POST DATE: 05/11/22

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

MARYLAND STATEWIDE CONTRACT
FOR

5000 LB. LIQUIFIED PETROLEUM GAS PNEUMATIC TIRE FORKLIFT IDIQ

MDDGS31044171

THIS IS (1) ONE OF (2) TWO RENEWAL OPTIONS

OPTION ONE TERM: JULY 22, 2022 THROUGH JULY 23, 2023, WITH THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS AND PRICE.

VENDOR CONTACT: LUTHER WASHINGTON
VENDOR PHONE: 240-619-4841
VENDOR PHONE: 240-435-5102
VENDOR EMAIL: DCCOLORPRINT@AOL.COM

WARRANTY

ALL EQUIPMENT, COMPONENTS, AND MATERIALS SHALL BE NEW, ORIGINAL EQUIPMENT MANUFACTURER (OEM) AND UNUSED (EXCEPT FOR NECESSARY TESTING DURING AND AFTER FABRICATION OF SAID FORKLIFT) AND SHALL CARRY ORIGINAL MANUFACTURER (OEM) AND UNUSED (EXCEPT FOR NECESSARY TESTING DURING

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TERMS (cont'd):

AND AFTER FABRICATION OF SAID FORKLIFT) AND SHALL CARRY ORIGINAL MANUFACTURER'S TERMS AND CONDITIONS OF WARRANTY AS CONVEYED TO ORIGINAL OR FIRST OWNER AND SHALL BE A MINIMUM OF 1-YEARS/2,000-HOURS FULL COVERAGE AND 2-YEAR/6,000-HOUR POWERTRAIN COVERAGE. ALL OTHER FABRICATION WORK OR INSTALLATION OF AFTERMARKET ACCESSORIES ASSOCIATED WITH THIS PURCHASE SHALL BE WARRANTED AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF NOT LESS THAN ONE FULL YEAR COMMENCING UPON DATE OF ACCEPTANCE BY PURCHASER.

WORKMANSHIP

ALL FABRICATION, ASSEMBLY, INSTALLATION OF AFTERMARKET ACCESSORIES AND FINISH WORK SHALL BE ACCOMPLISHED BY SKILLED CRAFTSMEN USING PROPER TOOLS, MATERIALS, AND/OR HARDWARE TO RESULT IN A PROPERLY ASSEMBLED, FINISHED AND ATTRACTIVE FUNCTIONAL FORKLIFT.

INSPECTION, INVENTORY, TESTING, TRAINING, AND ACCEPTANCE

UPON DELIVERY OF THE NEW, 5000 LB. CAPACITY LPG PNEUMATIC TIRE FORKLIFT TO ORDERING AGENCIES, THE FOLLOWING ACTIONS WILL BE TAKEN:

A.

JOINT INSPECTION OF THE NEW 5,000 LB. CAPACITY LPG PNEUMATIC TIRE FORK LIFTS BY PURCHASER AND VENDOR FOR COMPLIANCE WITH THESE SPECIFICATIONS OR SPECIFICATIONS AS MODIFIED BY PURCHASE AGREEMENT OR PURCHASE ORDER.

B.

ACCEPTANCE OF AND PAYMENT FOR THE DELIVERD NEW 5,000 LB. CAPACITY LPG PNEUMATIC TIRE FORKLIFTS SHALL BE BASED UPON RESULTS OF THE ABOVE. SPECIFICATION DEPARTURES, DEFECTS, SHORTAGES, AND/OR MALFUNCTIONS SHALL BE LISTED IN WRITING BY PURCHASER. ACCEPTANCE AND PAYMENT SHALL BE AFFECTED UPON IN CORRECTION OF THESE LISTED UNACCEPTABLE FEATURES, IF ANY.

NEW, 5,000 LB. CAPACITY LPG PNEUMATIC TIRE FORKLIFT COMPONENT SPECIFICATIONS (MINIMUM)

- A. 5,000 LB. CAPACITY LPG PNEUMATIC TIRE FORKLIFT
- B. 4-CYLINDER LPG ENGINE (CLEAN AIR, LOW EMISSION SYSTEM). MUST MEET ALL EPA TIER REQUIREMENTS.
- C. SINGLE SPEED POWER SHIFT AUTOMATIC TRANSMISSION.
- D. TRANSMISSION OIL COOLER.
- E. TRANSMISSION RETURN TO NEUTRAL FOR START.
- F. PNEUMATIC SHAPED SOLID DRIVE AND STEER TIRES.

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TERMS (cont'd):

- G. POWER STEERING.
- H. TILT STEERING.
- I. HYDRAULIC BRAKES.
- J. 4 CONTROLS, (UP-DOWN, TILT, SIDE SHIFTING FORK POSITIONER AND FORK WIDTH ADJUSTMENT).
- K. 185" MINIMUM HEIGHT OF FORKS EXTENDED.
- L. 42" MINIMUM FORK LENGTH.
- M. 48" MINIMUM HIGH LOAD BACKREST.
- N. TRIPLEX MAST.
- O. OVERHEAD GUARD.
- P. AMBER STROBE LIGHT MOUNTED BELOW OVERHEAD GUARD.
- Q. COMFORT SEAT WITH LAP BELT.
- R. BACK-UP ALARM.
- S. REAR STOP, TAIL, AND BACK-UP LIGHTS.
- T. GAUGES AND INDICATORS: SPEEDOMETER, HOUR METER, ENGINE OIL PRESSURE, ENGINE COOLANT TEMPERATURE, TRANSMISSION WARNING, SEAT BELT REMINDER WARNING, BRAKE FLUID, PARKING BRAKE WARNING, CHARGING SYSTEM, LOW LPG FUEL INDICATOR AT A MINIMUM.
- U. ONE (1) STEEL LPG TANK, HORIZONTAL MOUNTED, INCLUDING TANK BRACKETS
- V. HORN.
- W. ALL STEPS TO BE ANTI-SLIP.
- X. OWNER'S MANUAL
- Y. MAINTENANCE MANUAL
- Z. ALL WARRANTY DOCUMENTATIONS.
- AA. MAXIMUM DELIVERY TIME SHOULD BE 90 DAYS FROM THE ISSUANCE OF A PURCHASE ORDER OR EXECUTION OF ANY CONTRACT.

ADDITIONAL ACCESSORIES

- A. TWO (2) FORWARD FACING WORK LIGHTS WITH GUARDS.
- B. TWO (2) REAR FACING WORK LIGHTS WITH GUARDS.
- C. ONE (1) SPARE STEEL LPG TANK.

TO BE INCLUDED UPON DELIVERY

- A. ONE (1) INSTRUCTION MANUAL (OWNER'S MANUAL)
- B. ONE (1) MAINTENANCE MANUAL
- C. ONE (1) PACKET OF WARRANTY DOCUMENTATIONS.

ELECTRONIC TRANSACTION FEE:

1. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE SHALL IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE

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TERMS (cont'd):

CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, TEN (30) DAYS AFTER THE END OF EACH REPORTING PERIOD ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

3. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

4. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:

THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6) (A) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C) (3) OF THE INTERNAL REVENUE CODE;
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C) (3) OF THE INTERNAL REVENUE CODE; OR
- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
 - (A) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

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TERMS (cont'd):

- (B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.
- (7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER STATE.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # 001IT821019/ MDDGS31044171 INCORPORATED HEREIN BY REFERENCE.

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TRUCKS, LIFT, POWERED: FORK LIFTS, ETC.
TOYOTA #8FGU25 5,000LBS PNEUMATIC TIRE FORKLIFT

END OF ITEM LIST

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE